



STATE OF NEW JERSEY

In the Matter of Richard Dey :
Palisades Interstate Park Commission :
Police Department :

**FINAL ADMINISTRATIVE ACTION
OF THE
CIVIL SERVICE COMMISSION**

CSC DKT. NO. 2014-2263 :
OAL DKT. NO. CSV 03460-14 :

ISSUED: March 11, 2015 PM

The Civil Service Commission, at its meeting of March 4, 2015, acknowledged the attached settlement in the above matter.

This is the final administrative determination in this matter. Any further review should be pursued in a judicial forum.

**DECISION RENDERED BY THE
CIVIL SERVICE COMMISSION ON
MARCH 4, 2015**

A handwritten signature in cursive script that reads "Robert M. Czech".

Robert M. Czech
Chairperson
Civil Service Commission

Inquiries
and
Correspondence

Henry Maurer
Director
Division of Appeals
and Regulatory Affairs
Civil Service Commission
Unit H
P. O. Box 312
Trenton, New Jersey 08625-0312

attachment



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. CSV 03460-14

AGENCY REF. NO. ~~2013-2228~~
2014-2263

**IN THE MATTER OF RICHARD DEY, PALISADES
INTERSTATE PARKWAY COMMISSION POLICE
DEPARTMENT.**

Jeffrey S. Ziegelheim, Esq., for appellant Richard Dey (Alterman & Associates, LLC,
attorneys)

Mark A. Collier, Deputy Attworney General, for respondent Palisades Interstate
Parkway Commission Police Department (John H. Hoffman, Acting Attorney
General of New Jersey, attorney)

Record Closed: February 24, 2015

Decided: February 26, 2015

BEFORE JOAN BEDRIN MURRAY, ALJ:

The Civil Service Commission transmitted this matter to the Office of Administrative Law (OAL) on May 23, 2014, for determination as a contested case. At the hearing, the parties reached an amicable resolution of the matter and submitted the attached Settlement Agreement indicating the terms thereof.

Having reviewed the record and the settlement terms, I **FIND:**

1. The parties have voluntarily agreed to the settlement as evidenced by the signatures of the parties and/or their representatives.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

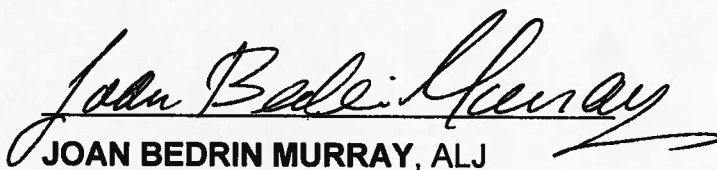
I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlement and, therefore, **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

I hereby **FILE** my initial decision with the **CIVIL SERVICE COMMISSION** for consideration.

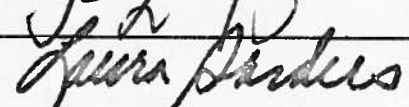
This recommended decision may be adopted, modified or rejected by the **CIVIL SERVICE COMMISSION**, which by law is authorized to make a final decision in this matter. If the Civil Service Commission does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

February 26, 2015

DATE


JOAN BEDRIN MURRAY, ALJ

Date Received at Agency:

3-2-15


Date Mailed to Parties:

MAR - 2 2015

db

DIRECTOR AND
CHIEF ADMINISTRATIVE LAW JUDGE

SETTLEMENT AGREEMENT

IN THE MATTER OF
Richard Dey
AND
Palisades Interstate Parkway Police
Department

The parties have voluntarily resolved all disputed matters and enter into the following settlement, which fully disposes of all issues in controversy between them.

A. The Preliminary Notice of Disciplinary Action dated 12/23/2013 contained the following charges and proposed discipline:

Charges

1. Violation of SOP- Sick Leave, Injury, Light Duty 2013-9.1

Discipline

10 day (80 hour) suspension

B. The parties have agreed to the following:

1. The total number of days of suspended pay, the Respondent has imposed on Appellant to date is as follows: 0
2. The total number of days of back pay, if any, to be paid by the appointing authority to the Appellant is as follows: 0
3. The Appellant agrees to a 3 day suspension on the record on the above charges.

C. Appellant Richard Dey withdraws his/her appeal and request for a hearing.

The parties acknowledge that under N.J.A.C. 17:24.5(b) and (c), no pension or seniority time may be credited for periods for which the employee is not paid by the employer.

D. The Palisades Interstate Parkway Police Department shall amend Appellant's personnel records to conform to the terms of the settlement. All internal records of the Palisades Interstate Parkway Police Department will be kept intact. Nothing herein shall preclude the Department from releasing information on this matter to anyone who has a release executed by appellant or as consistent with the law.

E. Appellant waives all other claims against Respondent Appointing Authority with regard to this matter, including any award of back pay, counsel fees or other monetary relief, except as may otherwise be provided herein.

F. Nothing in this agreement shall be deemed to be an admission of liability on behalf of either party. This agreement shall not constitute a precedent in matters involving other employees.

G. Appellant waives all claims, suits or actions, whether known, unknown, vested or contingent, civil, criminal or administrative, in law or equity against the State of New Jersey, Palisades Interstate Parkway Police Department, their employees, agents, or assigns, including but not limited to those which have been or could have been made or prosecuted on account of any conduct of any party occurring at any time with respect to the events, information or disputes giving rise to this action up to the date of this agreement, including, but not limited to, all claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family Leave Act, the Family and Medical Leave Act, the New Jersey Law Against Discrimination, the Equal Pay Act, the Conscientious Employee Protection Act, the Age Discrimination in Employment Act, Title 11A - the Civil Service Act, the Older Workers Benefits Protection Act, the Occupational Safety and Health Act, the Public Employee Occupational Safety and Health Act, the New Jersey Smoking Act, New Jersey wages and hours law, public works statutes, unemployment compensation laws, disability benefits laws, the United States Constitution, the New Jersey Constitution, any workers compensation or common law claims and any contract express or implied. This waiver includes all claims involving any continuing effects of actions or practices which arose prior to the date of this Settlement Agreement and bars the use in any way of any past action or practice in any subsequent claims, except pending workers compensation claims.

H. The parties agree that if any portion of this Settlement Agreement is deemed unenforceable, the remainder of this Settlement Agreement shall be fully enforceable.

I. Authorization has been given by the Palisades Interstate Parkway Police Department, PBA SLEU and the Governor's Office of Employee Relations, to agree to this settlement. The parties have read the Settlement Agreement and freely and voluntarily agree to its provisions.

DATE

DATE

2/12/15

DATE

1/8/15

DATE


ON BEHALF OF Appellant


Respondent

#348

Michael Coppola, Chief
PIPC

ON BEHALF OF Respondent

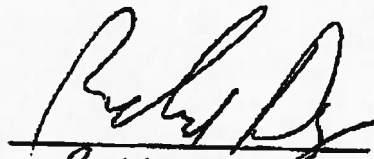
CERTIFICATION

I, Richard Dey, being the moving party in this matter, hereby certify that I have reviewed this Settlement Agreement and fully understand its meaning and terms. I acknowledge my understanding and verify my acceptance of the terms of this Settlement Agreement. I acknowledge that my representative questioned my understanding, verified my acceptance of the terms of this Settlement Agreement, and answered all my questions regarding this settlement to my satisfaction. I am satisfied with my representation and I enter into this Settlement Agreement voluntarily.

I also understand that if this Settlement Agreement is approved, my claim against the Respondent will terminate.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DATE
4/08/2015


RICHARD DEY